

COMPANIES FORM No. 395

Particulars of a mortgage or charge

MPlease do not
write in
this margin

Pursuant to section 395 of the Companies Act 1985

CHA 116

Please complete
legibly, preferably
in black type, or
bold block lettering

To the Registrar of Companies

Name of company

* NTL Group Limited (the "Grantor")

Date of creation of the charge

9 January 2003

Description of the instrument (if any) creating or evidencing the charge (note 2)

Pledge Agreement (the "Pledge") between the Grantor, the Company and the Collateral Agent.

*Executed outside of the United Kingdom
and comprising property situated there*

Amount secured by the mortgage or charge

The prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise (including the payment of amounts that would become due but for the operation of the automatic stay under Section 362(a) of the Bankruptcy Code, 11 U.S.C. Chapter 362(a) and any successor provision to such provision) of all Obligations of the Company owed to the Secured Parties with respect to the Notes.

Names and addresses of the mortgagees or persons entitled to the charge

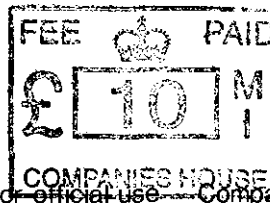
U.S. Bank National Association, in its capacity as the collateral agent (the "Collateral Agent") for the Secured Parties, of 180 East Fifth Street, St Paul, Minnesota, MN 55101, USA

Presentor's name address and
reference (if any):

Travers Smith Braithwaite
10 Snow Hill
London
EC1A 2AL

SPG/DT1/1870694

Time critical reference

**395**

For official use - Company number

2591237

For official use
Mortgage Section

Post room

A36
COMPANIES HOUSE0889
18/01/03

Short particulars of all the property mortgaged or charged

By the Pledge, the Grantor granted to the Collateral Agent for the ratable benefit of the Secured Parties a security interest in and continuing lien on all of the Grantor's right, title and interest in, to and under all of the following personal property of such Grantor, in each case whether owned or existing at the date of the Pledge or acquired or arising thereafter and wherever located:

- (a) the Pledged LLC Interest; and
(b) to the extent not otherwise included above, all Proceeds in respect of the foregoing, (all of which being collectively referred to as the "Collateral").

In this Form 395, the following words and phrases shall have the following meanings:-

Company: NTL Communications Corp. (now known as NTL Incorporated).

Exchange and Registration Rights Agreement : the Exchange and Registration Rights Agreement, dated as of 10 January 2003, by and among the Company and the Holders as of 10 January 2003.

Exchange Notes : if and when issued as provided in the Exchange and Registration Rights Agreement or in the Indenture, the Company's Senior Secured Notes 2010 issued in the Registered Exchange Offer in exchange for any Initial Notes or otherwise as provided in the Indenture.

/see continuation sheet 1

Please do not write in this margin

Please complete legibly, preferably in black type, or bold block lettering

Particulars as to commission allowance or discount (note 3)

NIL

Signed Taners Smith Braithwaite Date 17 January 2003

On behalf of [company] [~~mortgagee/chargee~~][†]

† delete as appropriate

NOTES

- 1 The original instrument (if any) creating or evidencing the charge, together with these prescribed particulars correctly completed must be delivered to the Registrar of Companies within 21 days after the date of creation of the charge (section 395). If the property is situated and the charge was created outside the United Kingdom delivery to the Registrar must be effected within 21 days after the date on which the instrument could in due course of post, and if dispatched with due diligence, have been received in the United Kingdom (section 398). A copy of the instrument creating the charge will be accepted where the property charged is situated and the charge was created outside the United Kingdom (section 398) and in such cases the copy must be verified to be a correct copy either by the company or by the person who has delivered or sent the copy to the Registrar. The verification must be signed by or on behalf of the person giving the verification and where this is given by a body corporate it must be signed by an officer of that body. A verified copy will also be accepted where section 398(4) applies (property situate in Scotland or Northern Ireland) and Form No. 398 is submitted.
- 2 A description of the instrument, eg "Trust Deed", "Debenture", "Mortgage" or "Legal charge", etc, as the case may be, should be given.
- 3 In this section there should be inserted the amount or rate per cent. of the commission, allowance or discount (if any) paid or made either directly or indirectly by the company to any person in consideration of his;
(a) subscribing or agreeing to subscribe, whether absolutely or conditionally, or
(b) procuring or agreeing to procure subscriptions, whether absolute or conditional, for any of the debentures included in this return. The rate of interest payable under the terms of the debentures should not be entered.
- 4 If any of the spaces in this form provide insufficient space the particulars must be entered on the prescribed continuation sheet.

Guarantors : Communications Cable Funding Corp., NTL Digital (US), Inc., Cabletel Ventures Limited, Bearsden Nominees Inc., Cabletel Programming, Inc., NTL International Services, Inc. and NTL Funding (NJ), Inc.

Please complete
legibly, preferably
in black type, or
bold block lettering

Holder : any Person in whose name a Note is registered in accordance with the Indenture.

Indenture: the indenture dated 9 January 2003 by and among, the Company, the Guarantors and the Collateral Agent.

Initial Notes: the Company's 19% Senior Secured Notes due 2010 in an aggregate principal amount at maturity (exclusive of any PIK Notes) of \$558,249,000 issued on 10 January 2003.

Notes: the Initial Notes, the Exchange Notes and the PIK Notes (together with any notes issued in exchange or replacement for such Notes).

Obligations: all obligations for principal, premium, interest, penalties, fees, indemnification, reimbursements, damages and other liabilities payable under the documentation entered into in respect of the Notes.

Person: any individual, corporation, partnership, joint venture, association, joint-stock company, limited liability company, trust, unincorporated organization or government or agency or political subdivision of any government or agency (including any subdivision or ongoing business of any such entity or substantially all of the assets of any such entity, subdivision or business).

PIK Notes: the payment in kind notes of the Company which the Company may elect to issue in payment of any portion of the interest due on the Initial Notes or the Exchange Notes in accordance with the terms thereof.

Pledged LLC Interest: the membership interests in Triangle owned by the Grantor (representing 100% of the membership interests in Triangle) and the certificates, if any, representing such limited liability company interests.

Proceeds: (i) all "proceeds" as defined in Article 9 of the UCC, (ii) payments or distributions made with respect to the Pledged LLC Interest and (iii) whatever is receivable or received when Collateral or proceeds are sold, exchanged, collected or otherwise disposed of whether such disposition is voluntary or involuntary.

Purchase Agreement: the purchase agreement dated 9 January 2003 by and among Silver Oak Capital LLC, AG Capital Funding Partners, LP, Appaloosa Management, LP, Capital Research & Management Co., Fidelity Summer Street Trust : Fidelity Capital & Income Fund, Franklin Mutual Fund Advisers, LLC, Oaktree Capital Management, Salomon Brothers Asset Management, W.R. Huff Asset Management Co., LLC, the Company and the Guarantors.

Registered Exchange Offer : the offer by the Company pursuant to the Exchange and Registration Rights Agreement, to certain Holders of Initial Notes, to issue to such Holders, in exchange for their Initial Notes, a like aggregate principal amount at maturity of Exchange Notes registered under the Securities Act of 1933 (of the USA) as amended.

Secured Parties: the Collateral Agent, in its capacity as trustee under the Indenture, and the Holders.

Triangle: NTL (Triangle) LLC, a Delaware limited liability company.

UCC: the Uniform Commercial Code as in effect from time to time in the State of New York or, when the context implies, the Uniform Commercial Code as in effect from time to time in any other applicable jurisdiction.

FILE COPY



CERTIFICATE OF THE REGISTRATION OF A MORTGAGE OR CHARGE

Pursuant to section 401(2) of the Companies Act 1985

COMPANY No. 02591237

THE REGISTRAR OF COMPANIES FOR ENGLAND AND WALES HEREBY CERTIFIES THAT A PLEDGE AGREEMENT EXECUTED OUTSIDE THE UNITED KINGDOM COMPRISING PROPERTY SITUATED THERE DATED THE 9th JANUARY 2003 AND CREATED BY NTL GROUP LIMITED FOR SECURING ALL MONIES DUE OR TO BECOME DUE FROM THE COMPANY TO THE SECURED PARTIES UNDER THE TERMS OF THE AFOREMENTIONED INSTRUMENT CREATING OR EVIDENCING THE CHARGE WAS REGISTERED PURSUANT TO CHAPTER 1 PART XII OF THE COMPANIES ACT 1985 ON THE 18th JANUARY 2003.

GIVEN AT COMPANIES HOUSE, CARDIFF THE 22nd JANUARY 2003.

A handwritten signature in ink, appearing to be 'R. G.' or similar, written in a cursive style.



Companies House

— for the record —



THE OFFICIAL SEAL OF THE
REGISTRAR OF COMPANIES